UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES-SAN FRANCISCO BRANCH

MEI-GSR HOLDINGS, LLC D/B/A
GRAND SIERRA RESORT & CASINO/HG STAFFING, LLC

and **Case 32-CA-134057**

TIFFANY SARGENT, an Individual

Noah J. Garber, Esq., for the General Counsel.
H. Stan Johnson, Esq.,(Cohen/Johnson LLC.),
for the Respondent.
Mark R. Thierman, Esq., (Thierman Law Firm P.C.),
for the Charging Party.

DECISION

Statement of the Case

GERALD M. ETCHINGHAM, Administrative Law Judge. This case is before me on the parties' February 20, 2015 joint motion to waive the hearing and to submit case on joint stipulation of facts pursuant to Section 102.35(a)(9) of the National Labor Relations Board's (NLRB's or the Board's) Rules and Regulations, as amended. I granted the joint motion with its stipulated record and joint exhibits 1 – 7 on February 23, 2015.

Stipulated Issues

Charging Party, Tiffany Sargent (Sargent or Charging Party) filed the initial charge on August 4, 2014[1] and the General Counsel issued his complaint on November 24. (Stip. Record at pp. 1-92.) The complaint alleges that Respondent, MEI-GSR Holdings, LLC d/b/a Grand Sierra Resort & Casino/HG Staffing, LLC (Respondent or the Company), violated Section 8(a)(1) of the National Labor Relations Act (the Act) by denying the Charging Party access to Respondent's hotel and casino facility in Reno, Nevada, due to her filing of a collective and class action lawsuit against Respondent which conduct allegedly interferes with, restrains, and coerces employees in the exercise of their rights as guaranteed in Section 7 of the Act.

[1] All dates are in 2014 unless otherwise indicated.

The Respondent filed a timely answer to the complaint on December 5 denying all material allegations and setting forth affirmative defenses. (GC Exh. 1(e); Stip. Record at pp. 94-99.)

The parties stipulated to the following issues to be resolved:

1. Did Respondent retaliate against Sargent in violation of Section 8(a)(1) of the Act by denying her access to its facility for engaging in protected concerted activity?

2. Does Nevada Revised Statute Section 207.200 privilege Respondent to deny Sargent access to its facility discriminatorily based on Section 7 activity?

3. Did Respondent independently violate Section 8(a)(1) of the Act by sending Sargent's counsel the July 25, 2014 letter marked for the record as Jt. Exhibit 3 which advises Sargent's counsel that:

> "it has come to the attention of management of the [Respondent] Grand Sierra Resort that your client, Tiffany Sargent, has been socializing and attending functions at the hotel casino. In light of the on-going litigation, we think it appropriate that Ms. Sargent be barred from the premises, absent order of the court. As such, please be advised that effective immediately, the [Respondent] Grand Sierra Resort hereby invokes NRS [Nevada Revised Statute] 207.200 (Unlawful Trespass Upon Land) and hereby revokes any permission to enter the premises. It is certainly not our intention to embarrass Ms. Sargent, and would prefer not to have the trespass warning invoked in person. Please advise your client of the trespass warning and kindly provide us with your assurance that absent the written consent of the [Respondent] Grand Sierra Resort, Ms. Sargent will no longer enter the premises"?

Findings of Facts

On the joint stipulation of facts submitted by the parties, the joint exhibits attached to the joint stipulation and after considering the closing brief of the General Counsel timely filed on March 30, 2015, as well as the joinder pleading filed by counsel for the Charging Party[2], and the 3 statements of position filed earlier as joint exhibits 5, 6, and 7, by the General Counsel, Charging Party, and the Respondent, respectively, I make the following findings:

I. Jurisdiction

The parties stipulate and I find that at all material times, Respondent has been a corporation with an office and place of business located in Reno, Nevada (Respondent's Facility), and has been engaged in the operation of a hotel and casino providing food, lodging, and gaming services to the general public. The parties also stipulate and I further find that in conduction its operations during the twelve month period ending October 31, Respondent derived gross revenues in excess of $500,000. It is further stipulated and I also find that in conducting its operations during the twelve month period ending October 31, Respondent purchased and received at its Facility, goods valued in excess of $50,000 directly from points

[2] Respondent did not timely file a post-hearing brief.

outside the State of Nevada. All parties stipulate and I further find that Respondent is an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act. (Stipulations (Stips.) 2(a)-(c) and 3.)

II. The Alleged Unfair Labor Practices

A. Statement of Stipulated Facts

The parties further stipulated to the following statement of facts:

1. Respondent's Facility contains, amongst other things, a hotel, restaurants, lounges, clubs, bars, a pool, performance venues, and gaming services, and hosts other social functions (collectively Respondent's Entertainment Services). Respondent's Entertainment Services are open to the general public. Respondent has a long-standing past practice under which former employees are allowed access to Respondent's Facility to patronize Respondent's restaurants and casino and to participate at other social functions at Respondent's facility and to otherwise participate in Respondent's Entertainment Services (the Access Policy). Respondent does not have a policy or practice of barring former employees from patronizing its Entertainment Services. Former employees are permitted to patronize Respondent's Entertainment Services. Pursuant to Nevada Revised Statute Section 207.200, "Unlawful trespass upon land; warning against trespassing," and Nevada Revised Statute Section 463.4076, "Admission of patrons to gaming salon: Conditions; restrictions; resolution of disputes," Respondent retains the right to remove individuals from its Facility provided that such restriction is not based on the basis of the race, color, religion, national origin, ancestry, physical disability or sex of the patron. (Stip. 4(a) – (f).)

2. On December 12, 2012, Respondent hired Sargent as a beverage supervisor in its beverage service department until her termination in about late December 2012. Sargent is not challenging the lawfulness of her termination in this proceeding. Despite her job title, Sargent was not a supervisor within the meaning of Section 2(11) of the Act. (Stip. 5(a)-(c).)

3. On or about June 21, 2013, Ms. Sargent filed on behalf of herself and other similarly situated current and former employees of Respondent, a collective and class action complaint in the Second Judicial District Court for the State of Nevada. The collective and class action complaint described above was later removed in June 2014 to the United States District Court for the District of Nevada in the matter of *Tiffany Sargent et al. v. HG Staffing, LLC, MEI-GSR Holdings LLC d/b/a Grand Sierra Resort,* Case No. 3:13-CV-453-LRH-WGC. (the Class Action Lawsuit[3]) (Stip. 6(a)-(b); Jt. Exhibits 1 and 2.)

[3] I take administrative notice that the Class Action Lawsuit contains allegations by Sargent and other plaintiffs against Respondent that involve the terms and conditions of her earlier employment at Respondent including allegations that Respondent violated federal wage and hours laws by requiring its employees clock out to illegally avoid overtime while, at the same time, continuing to work the job for Respondent. Jt. Exhs. 1-2.

4. In January 2014, Sargent's boyfriend began working at Lex Nightclub, which is located on the Respondent's premises and is owned and operated by Respondent. On various occasions between late December 2012 and July 2014, when Sargent was no longer employed by Respondent, Sargent visited Lex Nightclub and attended other events on Respondent's premises in order to socialize. All of these visits occurred without incident or interference by Respondent. (Stip. 7(a) – (c).)

5. About the beginning of July 2014, Respondent denied Sargent access to its premises when she attempted to attend an event at Lex Nightclub. (Stip. 8.)

6. About July 25, 2014, Respondent, acting through its legal counsel, Benjamin Vega, sent a letter to Sargent's legal counsel of record revoking any permission for Sargent to enter Respondent's Facility under the Access Policy, advising Sargent that she was being issued a trespass warning, and that she was henceforth barred from accessing Respondent's Facility because of the on-going litigation - the Class Action Lawsuit. Since about July 2014, Respondent has denied Sargent access to Respondent's Facility. At the time that Respondent denied Sargent access to its Facility, Sargent was not only a former employee of Respondent but was also a current employee of the Lucky Beaver, Bar & Burger located in Reno, Nevada. The events/grounds that led to Respondent's decision to terminate Sargent are unrelated to Respondent's decision to bar Sargent from the Facility. (Stip. 9(a) – (d); Jt. Exhibits 3 and 4.)

B. The Positions of the Parties

The General Counsel contends that the Respondent violated Section 8(a)(1) of the Act by: (1) discriminatorily barring Charging Party Sargent from accessing Respondent's Facility beginning in July 2014 in retaliation for her filing the Class Action Lawsuit against Respondent for alleged wage and hour violations and thereby participating in protected concerted activity; and (2) Respondent issuing to Sargent its July 25, 2014 trespass warning to her that threatened initiating trespass charges against Sargent if she attempted access to Respondent's Facility. (Jt. Exhibit 5 and GC Br.)

The Charging Party joins in the General Counsel's contentions and adds that Sargent is being denied access to Respondent's public areas such as restaurants, bars, and nightclub solely because she was the leader of a group of employees seeking redress through the Class Action Lawsuit alleging inadequate wages and unlawful working conditions and that Respondent acted unlawfully by discriminating against Sargent as a union advocate solely because of her advocacy of Section 7 rights which both chills the Section 7 rights of current employees and violates the facial neutrality rule of *NLRB v. Babcock & Wilcox Co*., 351 U.S. 105, 112 (1956). (Jt. Exhibit 6.)

The Respondent contends that Sargent left her brief employment with Respondent in December 2012, purportedly more than 6 months before she filed the June 2013 Class Action Lawsuit, and that Sargent lacks standing and protection under Sections 7 and 8 of the Act because she is a nonemployee under the Act when the Respondent took away her right to enter onto its private property in July 2014 to "socialize" with friends. (Jt. Exhs 4 and 7.)

III. Discussion, Analysis, and Conclusions

The General Counsel contends that by issuing the July 25, 2014 letter to Charging Party Sargent which revoked the Access Policy and denies her access to Respondent's Facility because Sargent participated in protected concerted activity by filing the Class Action Lawsuit, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act. (GC Exh.1(c); Stip. Record at pp. 86-87.)

A. Sargent Is an "Employee" Protected Under the Act

The Respondent argues that Sargent lacks standing to file the underlying charge as she was not an employee of Respondent at the time of the alleged unlawful conduct when Respondent issued its July 25, 2014 letter to Sargent. As a result, Respondent further argues that Sargent is not entitled to protection under the Act. (Jt. Exh. 7 at 159-160.)

The fact that Sargent was no longer employed by the Respondent when it issued the July 25, 2014 letter does not strip Sargent of her Section 7 rights and protection under the Act. Employees are not protected merely for activity within the scope of their employment relationship, but may engage in other activities for mutual aid or protection. *Eastex, Inc. v. NLRB*, 437 U.S. 556 (1978). The Act provides in Section 2(3) that "[t]he term 'employee' shall include any employee, and shall include any individual whose work has ceased as a consequence of, or in connection with, any current labor dispute…." *Waco, Inc*., 273 NLRB 746, 747 fn 8. (1984). Sargent's employment at Respondent ceased in December 2012 but her Class Action Lawsuit remains in connection with her former employment. The Class Action Lawsuit is also the sole reason given by Respondent for enacting its no access rule against only Sargent.

Thus, the Board has long held that the term "employee" means members of the working class generally, including former employees of a particular employer, who are entitled to the full protection of the Act. *Redwood Empire, Inc*., 296 NLRB 369, 391 (1989); *Little Rock Crate & Basket Co*., 227 NLRB 1406 (1977); *Briggs Mfg. Co*., 75 NLRB 569 (1947); and *Oak Apparel, Inc*., 218 NLRB 701 (1975). Moreover, the Act does not limit who may file a charge. See Sec. 10 of the Act; and *NLRB v. Indiana & Michigan Electric Co*., 318 U.S. 9, 17 (1943). Nor does Section 102.9 of the Board's Rules which provides that a charge may be filed by "any person."

Here, I find that Sargent is an employee protected under the Act and remained so on and after the time she filed her charge in this case in August 2014. Sargent remains Respondent's former employee and her Class Action Lawsuit is connected with this action given Respondent's stated reason for barring only Sargent's continued access to its Facility despite Respondent's past practice of allowing access to all former employees and the general public.

B. Sargent's Filing of the Class Action Lawsuit Is a Protected Concerted Activity

The General Counsel further contends that Sargent participated in protected concerted activity by filing the Class Action Lawsuit in June 2013. (GC Br. at 8-9; and Jt. Exh. 5 at 2-3.)

Section 8(a)(1) provides, inter alia, that it is an unfair labor practice for an employer to interfere with, restrain, or coerce employees in the exercise of their Section 7 right to engage in

concerted activities for their mutual aid and protection. Concerted activities include employee efforts to improve working conditions outside the immediate employer-employee relationship by joining together in concerted legal action regarding wages, hours, and working conditions.[4]

The concept of "mutual aid or protection" focuses on the goal of the concerted activity; whether the employee or employees involved are seeking to improve terms and conditions of employment or otherwise improve their lot as employees through channels outside the immediate employee-employer relationship." *Eastex, Inc. v. NLRB*, 437 U.S. 556, 565 (1978). Accordingly, an employer may not, without violating Section 8(a)(1) of the Act, restrain, coerce, or retaliate against employees because they engage in protected concerted activities.

The Supreme Court has made clear that Section 7 protects employees "when they seek to improve working conditions through resort to administrative or judicial forums …." *Murphy Oil USA*, 361 NLRB No. 72, slip op. at 1 fn 4 (2014)(citing *Eastex, Inc. v. NLRB*, supra at 566.) Moreover, the filing of a civil complaint by employees against their employer in a judicial forum has similarly been afforded the protection of Section 7 unless prompted by malice or bad faith. *Harco Trucking, LLC*, 344 NLRB 478, 482 (2005); see also *Mojave Electric Coop., Inc*., 206 F.3d 1183 (D.C. Cir. 2000)(Employees filed petition with court seeking injunction against employer's harassment deemed protected concerted activity under Section 7 of Act); *Host International*, 290 NLRB 442, 443 (1988)(Board found employer's conduct unlawful under Section 8(a)(1) and (4) of the Act and that the employer's real motive in refusing to hire two former employees was to retaliate against their previous protected concerted activities in filing a lawsuit against employer); *Trinity Trucking & Materials Corp*., 221 NLRB 364, 365 (1975)(Same).

Employee motive is not relevant to whether the activity is engaged in for mutual aid or protection. *Fresh & Easy Neighborhood Market*, 361 NLRB No. 12, slip op.at 6 (2014). The analysis focuses on whether there is a link between employee activity and matters concerning the workplace or employees' interests as employees. Id. Although personal vindication may be among the soliciting employee's goals, that does not mean that the soliciting employee failed to embrace the larger purpose of drawing management's attention to an issue for the benefit of all of his or her fellow employees. *St. Rose Dominican Hospitals*, 360 NLRB No. 126, slip op. at 4 (2014).

Here, I find that Sargent's filing and maintenance of the Class Action Lawsuit was a protected concerted activity under the Act. Respondent provided no evidence showing that the Class Action Lawsuit was prompted even in part by malice or bad faith.

C. The Respondent Violated Section 8(a)(1) by Retaliating Against Sargent by Revoking Its Past Practice Access Policy As Applied to Sargent Alone in Response to Her Participation in the Class Action Lawsuit

Sargent does not contend that she was unlawfully discharged by Respondent. Instead, she maintains that during her employment with Respondent in December 2012, the terms and

[4] See, e.g., *Brady v. National Football League,* 644 F.3d 661, 673 (8th Cir. 2011); *Mohave Elec. Coop, Inc. v. NLRB,* 206 F.3d 1183, 1188 (D.C. Cir. 2000); see generally *Eastex, Inc. v. NLRB,* 437 U.S. 556, 565-566 (1978).

conditions of her employment show that Respondent acted in violation of federal wage and hour laws against Sargent and other plaintiff employees leading to the filing of the Class Action Lawsuit containing these allegations against Respondent. As a result of her participation in the Class Action Lawsuit, Respondent revoked, only as to Sargent, its past practice of allowing former employees access to its Entertainment Services under the Access Policy to its Facility by issuing the July 25, 2014 trespass warning letter which admits to Sargent that the Access Policy was revoked solely because of Sargent's on-going Class Action Lawsuit. (Jt. Exh. 3.) There is no dispute that prior to Sargent's Class Action Lawsuit and Respondent's July 2014 warning letter, all former employees, off-duty employees, and members of the general public, including Sargent, were all encouraged and invited to utilize the Entertainment Services, to frequent the Facility's restaurants and bars, and to view the various shows.

The Respondent argues that Sargent was a nonemployee of Respondent when the Class Action Lawsuit was filed and when the Access Policy was revoked and therefore Sargent is a nonemployee within the meaning of *NLRB v. Babcock & Wilcox, 351 U.S. 105 (1956)* and *Lechmere, Inc. v. NLRB,* 502 U.S. 527 (1992). Under this standard, the Respondent argues, the General Counsel has not sustained its ''heavy'' burden of demonstrating that Sargent was ''beyond the reach'' of non-trespassory methods of communicating with Respondent's employees. *Lechmere*, 502 U.S. at 540. Respondent concludes that, therefore, the General Counsel has not established a violation of Section 8(a)(1).

I reject Respondent's argument. There is no evidence that Sargent entered Respondent's premises, admittedly open to the public, for any purpose other than socializing. Here the stipulated facts do not show that the Charging Party intended or was exercising any Section 7 rights, organizational activities or other union activities while patronizing the Facility. These facts indicate she sought access to socialize and patronize the night club where her boyfriend works. (Stip. Facts Nos. 7(a)-(c) and 8.)

Both before and during the time that Sargent sought to regain access to Respondent's Facility and the Entertainment Services, the Respondent allowed other former employees and the general public uninterrupted access to the same Entertainment Services at its Facility. Beginning in July 2014, however, the Respondent has denied Sargent the use of the same premises for Sargent's own enjoyment solely because of her protected concerted activity.

Thus there can be no doubt that Respondent's no-access rule is an unreasonable and discriminatory restriction on the access of Sargent as the only former employee or member of the general public prohibited from entering the facility solely because she participated in a protected concerted activity in the form of filing the Class Action Lawsuit.[5] As a result, I find that Respondent's no access rule is unlawful under Section 8(a)(1) of the Act. Moreover, in answer to the issue presented here, I further find that Respondent retaliated against Sargent in violation of Section 8(a)(1) of the Act by denying her access to its facility for engaging in protected concerted activity.

[5] As the Board held in *Harco Trucking*, 361 NLRB supra at 482-483, it is unlawful to deny someone employment due to the filing of an employment-related lawsuit. In *Harco Trucking*, the wronged individuals were former employees like Charging Party Sargent here. Similarly, I further find that it is unlawful to enact a no-access rule that denies access to a former employee for the sole reason that the individual filed an employment–related lawsuit against the property owner Respondent.

D. **Nevada Trespass State Law is Inapplicable Unnecessary**

I have found that Sargent was not a trespasser. Respondent's property is open to the public. Sargent entered the property for socializing. Any defense based on state trespass law must, accordingly fail. The sole stated reason for invoking the trespass law was Sargent's protected, concerted activity of filing a class action lawsuit. On its face, this constitutes an admission that Sargent was not a "trespasser" as such. Thus I find the Nevada Trespass law inapplicable.

E. Respondent's July 25 Letter Threat to Sargent Was Another Section 8(a)(1) Violation

The final issue to decide here is whether Respondent independently violated Section 8(a)(1) of the Act by sending Sargent' s counsel the July 25 trespass threat letter.

"[T]he test of interference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on the employer's motive...." *N.LR.B. v. Illinois Tool Works,* 153 F.2d 811, 814 (C.A. 7, 1946). Rather, the test is whether the employer's conduct and words reasonably tend to interfere with the exercise of employee rights. *Id;* see also *Munro Enterprises, Inc.,* 210 NLRB 403 (1974). Consequently, even were Respondent's action to revoke Sargent's access rights to the Facility not to have been actually designed by Respondent so that the new rule would interfere with, restrain, and coerce Respondent's employees, if they reasonably tended to do so, Respondent violated Section 8(a)(1) of the Act. See *American Lumber Sales, Inc.*, 229 NLRB 414, 416 (1977).

It does not take more than surface thinking to understand Respondent's July 25 trespass warning threat was unlawful to other litigants in the Class Action Lawsuit, Sargent herself, or other Respondent employees or former employees who might also suffer from Respondent's no access rule directed at them if someone filed an employment-related action against Respondent like Sargent. I find that Respondent's no-access rule in direct response to the Class Action Lawsuit matter would chill the exercise of other employees' Sections 7 rights including the right to file a Federal labor matter against Respondent. As a result, it is a separate violation under Section 8(a)(1) of the Act for Respondent to threaten to arrest Sargent by issuing its July 25, 2014 trespass warning letter especially after it refused to revoke it once the General Counsel filed the complaint in this case.

CONCLUSIONS OF LAW

(1) The Respondent, MEI-GSR Holdings, LLC d/b/a Grand Sierra Resort & Casino/HG Staffing, LLC, (collectively Respondent or the Company), is an employer within the meaning of Section 2(6) and (7) of the Act.

(2) The Respondents violated Section 8(a)(1) of the Act by revoking her right to access Respondent's premises under the same Access Policy enjoyed by other former employees and the general public in retaliation for her protected concerted activity.

(3) The Respondent violated Section 8(a)(1) of the Act by sending Sargent a letter barring her from its premises and threatening to invoke a trespass warning in person in retaliation for her protected concerted activity.

(4) Respondents' conduct found above affects commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent is required to notify Sargent that the July 25, 2014 letter has been rescinded and Sargent is once again granted access to Respondent's Facility on the same basis that Respondent grants access to other former employees under its Access Policy.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[6]

ORDER

The Respondent, MEI-GSR Holdings, LLC d/b/a Grand Sierra Resort & Casino/HG Staffing, LLC, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Maintaining any provision of its no-access policy that bars former employee Tiffany Sargent from access to Respondent's Facility in retaliation against former employee Tiffany Sargent's filing or maintain her class action employment-related lawsuit against Respondent. .

(b) Issuing any form of communication that threatens any former employee, including Tiffany Sargent, with a trespass arrest for participating or maintaining a class action employment-related lawsuit of any kind in any administrative or judicial forum.

(c) Maintaining any policy that discriminates or retaliates against any current or former employee for filing or maintaining a class action employment-related lawsuit of any kind in any administrative or judicial forum.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.

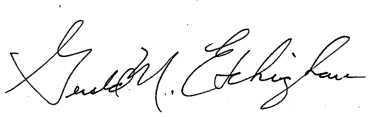
(a) Remove its no-access policy toward former employee Tiffany Sargent and immediately allow her access to Respondent's Facility on the same basis that Respondent grants access to other former employees under its Access Policy.

(b) Rescind the July 25, 2014 letter threatening Tiffany Sargent with arrest for trespass and notify Sargent of the rescission once the letter is rescinded.

(c) Within 14 days after service by the Region, post at its Facility located in Reno, Nevada copies of the attached notice marked "Appendix."[7] Copies of the notice, on forms provided by the Regional Director for Region 32 after being signed by the Respondents' authorized representative, shall be posted by the Respondents and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, inasmuch as Respondents customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondents to ensure that the posted hard copy notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondents have gone out of business or closed the facility involved in these proceedings, the Respondents shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by the Respondents at any time since July 25, 2014.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondents have taken to comply.

Dated, Washington, D.C. May 4, 2015



Gerald M. Etchingham
Administrative Law Judge

[7] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law by maintaining and enforcing certain provisions of our C.A.R.E.S. Arbitration Program including its Rules, Brochure, and Acknowledgment documents and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, assist a union, and/or to participate in a class action lawsuit concerning wages, hours, and/or terms or conditions of employment;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT bar former employee Tiffany Sargent from our property because she filed and maintained a class action lawsuit against us.

WE WILL NOT advise former employee Tiffany Sargent that we are barring her from our property because she filed and maintained a class action lawsuit against us.

WE WILL NOT maintain any policy that discriminates or retaliates against any former employee for filing or maintaining a class action employment-related lawsuit of any kind in any administrative or judicial forum.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL rescind our July 25, 2014 letter barring former employee Tiffany Sargent from our property and grant her access to our property on the same basis that we grant access to all other former employees.

MEI-GSR HOLDINGS, LLC D/B/A GRAND SIERRA RESORT & CASINO / HG STAFFING, LLC.
(Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

Ronald V. Dellums Federal Bldg. and Courthouse, 1301 Clay Street, Room 300N, Oakland, CA 94612-5224
(510) 637-3300, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/32-CA-134057 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.